

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ALEXANDER JOHNSTON, et al.)	
)	
Plaintiffs,)	
)	
v.)	1:16-cv-9924-JGK
)	
NEW YORK CITY HOUSING)	(JURY TRIAL DEMANDED)
AUTHORITY,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and among the Plaintiffs in the above-captioned case, who are identified on Exhibit A attached hereto, and who are all persons who have timely consented to be party Plaintiffs in the above-captioned case, and Defendant New York City Housing Authority on behalf of itself and all other New York City departments, commissions, agencies, related entities, predecessors, successors, trustees, members, officers, directors and employees, agents, assigns, representatives, employee benefit plans and the trustees, administrators, and fiduciaries of such plans (hereinafter collectively referred to as “Defendant”), and is based on the following:

I. RECITALS

1.1 Plaintiffs are 89 individuals employed or formerly employed by the Defendant. On December 23, 2016, and on various dates thereafter, Plaintiffs filed their consents with this Court in the case *Johnston, et al. v. New York City Housing Authority*, Case No. 1:16-cv-9924-JGK (hereinafter, the “Lawsuit”). Exhibit A contains the dates on which Plaintiffs filed their consents with this Court.

1.2 Plaintiffs have made certain allegations and accusations concerning their employment with the Defendant regarding an asserted failure to pay wages and overtime compensation properly under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* (hereinafter referred to as the “Released Claims”).

1.3 Plaintiffs and Defendant (hereinafter collectively referred to as the “Parties”) have agreed to settle the matters in dispute between and among them pursuant to the terms of this Agreement. Specifically, the Parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement and dismissal of the Plaintiffs’ claims with prejudice. The Parties have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the Parties’ mutual best interests.

1.4 The Parties, through their counsel, hereby seek judicial approval of this Settlement Agreement. In the event the proposed settlement contained in this Agreement does not become effective in accordance with the terms hereof, is not finally approved, is terminated, cancelled or otherwise fails to become effective for any reason, this Agreement will no longer have any effect and the Parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement.

II. PAYMENT AND DISTRIBUTION

2.1 In consideration for the terms, conditions and promises in this Agreement, Defendant shall, in accordance with paragraphs 2.2, 2.4, and 2.5 pay or will cause to be paid to Eligible Plaintiffs \$172,701.50, to resolve all claims for FLSA damages allegedly accruing for the period from December 23, 2013, through December 2, 2017 (“the Settlement Amount”). The Settlement Amount will be divided and distributed to Eligible Plaintiffs as follows: (1) one check payable to Plaintiffs’ counsel for distribution to the plaintiffs constituting liquidated damages in the

amount of \$85,100.75 (“the Liquidated Damages Amount”); (2) one check payable to Plaintiffs’ counsel for distribution to the Two Named Plaintiffs who served on the Plaintiffs’ settlement team who will each receive \$1,250 as an incentive payment, for a total of \$2,500¹ (“the Incentive Payments Amount”); and (3) a set of payroll checks and/or stubs for direct deposit payments, regular payroll checks for active (employed) Eligible Plaintiffs, and separate payroll checks for inactive (no longer employed) Eligible Plaintiffs made payable to each Eligible Plaintiff in accordance with the Plaintiffs’ counsel’s instructions constituting his or her share of the backpay award in the total amount of \$85,100.75 (“the Backpay Amount”); less all applicable deductions and withholdings for that individual Plaintiff. The individual amount of backpay and liquidated damages are to be calculated pursuant to the formulae set forth in paragraph 2.6. Before the settlement approval conference referenced in paragraph 9.1 below, each individual Plaintiff’s amount will be presented to the Court as an attachment to this Settlement Agreement as Exhibits B and C. These amounts are agreed to among the Parties to compromise, settle and satisfy the Released Claims and liquidated damages related to the Released Claims.

2.2 Within five (5) days of the date that the Court enters an Order finally approving this Agreement, the Plaintiffs shall tender, by overnight mail, e-mail attachment or hand-delivery, to Defendant’s attorneys, the following document to effectuate payment of the settlement amounts referenced in paragraph 2.1: a listing of the distribution amounts to each individual Plaintiff along with each Plaintiff’s social security number and current addresses for Plaintiffs who are no longer employed by Defendant. Defendant shall issue payment by distributing the backpay amounts (not liquidated damages) in regular payroll checks or direct deposit payments directly to active Eligible Plaintiffs and distributing separate payroll checks for non-active Eligible Plaintiffs to Plaintiffs’

¹ The two Named Plaintiffs who served on the settlement team are Alexander Johnston and Damon Barnard.

counsel, the amounts as specified in paragraph 2.1 for backpay and by providing by check to Plaintiffs' law firm, Woodley & McGillivray LLP, the liquidated damages amount for all of the Plaintiffs, as well as the Incentive Payments Amount as specified in paragraph 2.1. In the event that a Plaintiff's backpay amount or liquidated damages amount will be reduced as the result of wage garnishment, lien or judgment (to the extent set forth in paragraph 2.1), Defendant's counsel shall provide Plaintiffs' counsel with: (1) the name of the Eligible Plaintiff; and (2) the amount of the reduction and the nature of the reduction at or before the time the payment is made by Defendant. The Settlement Amount will be paid within 90 days of the date that the Court enters an Order finally approving this Agreement. In the event that the settlement amount is not paid within 90 days of the date that the Court enters an Order approving this Agreement, interest shall accrue on the damage amount at the rate set forth in N.Y.C.P.L.R. § 5004.

2.3 "Eligible Plaintiffs" is defined as all Plaintiffs identified in Exhibit A.

2.4 Defendant's counsel will forward the Liquidated Damages Amount, payable to Woodley & McGillivray LLP as Plaintiffs' counsel, who will be responsible for distributing to each Eligible Plaintiff listed in Exhibit A his/her respective share of the Liquidated Damages Amount in accordance with the formula described in paragraph 2.6 below. Defendant will send directly to each active (employed) Eligible Plaintiff a backpay amount as part of the active Eligible Plaintiff's regular payroll check. Defendant will make a good faith effort to notify Plaintiffs' counsel, at least 14 calendar days prior to distribution of the backpay amount, of the exact date when each active (employed) Eligible Plaintiff will be paid. Defendant also will make good faith efforts to send to Plaintiffs' counsel, at least 3 calendar days prior to distribution of the backpay amount, a payroll report stating the amount to which each active (employed) Eligible Plaintiff will be paid, including deductions. Defendant's counsel will also send to Plaintiffs' counsel each non-

active (non-employed) Plaintiff's individual backpay checks for distribution to the Plaintiffs along with a corresponding document identifying all deductions and withholdings.

2.5 The Defendant shall pay Plaintiffs' reasonable attorneys' fees in the amount of \$172,701.50 and expenses in the amount of \$14,597, in the total amount of \$187,298.50 with the amount of \$142,141.18 payable to Woodley & McGillivray LLP and the amount of \$45,157.32 payable to Spivak Lipton LLP. Defendant shall provide these fees and expenses to Plaintiffs' counsel with a separate check payable to each law firm—Woodley & McGillivray LLP and Spivak Lipton LLP—in the amounts noted above. The aforementioned checks for attorneys' fees and expenses will be paid within 90 days of the date that the Court enters an Order finally approving this Agreement.

2.6 The method by which the amounts to be paid each Eligible Plaintiff were determined as described in this paragraph. For purposes of computing damages "the relevant recovery period" for calculating each individual Plaintiff's point totals will be three years prior to the date when each Plaintiff's consent to join this action was filed with the Court up to December 2, 2017. Each Plaintiff received one point for each week during "the relevant recovery period" that the Plaintiff was employed by the New York City Housing Authority as a Housing Exterminator. In addition, the two Named Plaintiffs who served on the Plaintiffs' settlement team will each receive \$1,250 as an incentive payment, for a total of \$2,500. The total number of points for all Plaintiffs were then divided into the amount of \$172,701.50, minus the \$2,500 in incentive payments, which equals \$170,201.50. Plaintiffs and their counsel will be solely responsible for determining the allocations among Eligible Plaintiffs and the distribution of funds.

2.7 Plaintiffs and their counsel, Woodley & McGillivray LLP and Spivak Lipton LLP, will defend, release, and hold Defendant harmless from any and all claims or causes of action arising from the distribution of settlement funds.

2.8 Defendant shall distribute W-2 forms to the Eligible Plaintiffs reflecting the backpay payments made under Paragraphs 2.1 and 2.2 in this Agreement. Plaintiffs' counsel shall distribute to each Eligible Plaintiff receiving a liquidated damages award a Miscellaneous Income Form 1099 reflecting the amount paid to the Eligible Plaintiff as liquidated damages. The Miscellaneous Income Form 1099s for the two Named Plaintiffs receiving incentive payments, which shall be distributed by Plaintiffs' counsel, shall reflect the amount of such payments. Each Eligible Plaintiff agrees that he or she will be responsible for his or her individual tax liability associated with the payments made to him or her under this Agreement. Eligible Plaintiffs and Plaintiffs' counsel agree that they shall indemnify and hold harmless Defendant in the event of any dispute concerning whether taxes are owed by any Eligible Plaintiff on the liquidated damages and incentive payments part of the settlement.

2.9 All payments to Eligible Plaintiffs shall be deemed to be paid solely in the year in which such payments are actually received by Eligible Plaintiffs. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Eligible Plaintiff to additional compensation or benefits under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Eligible Plaintiff to any increased retirement or matching benefits, or deferred compensation benefits. It is also expressly understood and agreed that no pension contributions shall be taken from the backpay payments. It is the intent of this Agreement that the settlement payments provided for in this Agreement are the sole payments to be made to the Eligible Plaintiffs, and that

the Eligible Plaintiffs are not entitled to any new or additional compensation or benefits as a result of having received payment pursuant to this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the time period beginning three (3) years prior to the filing date of each Eligible Plaintiff's Consent to Sue form through the date this Agreement is fully executed). Plaintiffs specifically waive entitlement to such benefits and in additional consideration for the mutual covenants made in this Agreement, hereby agree not to bring any further action against Defendant or any retirement or welfare benefit plan maintained by Defendant or any of its affiliates for additional benefits as a result of any additional compensation paid as a result of this Agreement. This Agreement may be used by the Defendant or by any benefit plan or fiduciary thereof as a complete and absolute defense to any such claim.

III. RELEASE AND COVENANT NOT TO SUE

3.1 All Eligible Plaintiffs for themselves, and their spouses and families, attorneys (if any), agents, executors, administrators, personal representatives, heirs, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the "Releasers"), voluntarily and with the advice of counsel, fully and forever release, acquit, and discharge the Defendant, its present or former officers, directors, subsidiaries, affiliates, partners, employees, agents, attorneys, accountants, executors, administrators, personal representatives, heirs, successors and assigns, and any or all of them and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), in their personal, individual, official and/or corporate capacities, from all wage and hour claims asserted in the Lawsuit, and all federal, state and/or local statutory wage and hour claims that could have been asserted in the Lawsuit, for the Housing Exterminator position arising from the beginning of time up to and through December

2, 2017 for the time period Eligible Plaintiffs worked as Housing Exterminators at the New York City Housing Authority.

3.2 All Eligible Plaintiffs shall be deemed to and shall have waived, released, discharged and dismissed all released claims as set forth in Paragraph 3.1, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved or with regard to any facts which are now unknown to them.

3.3 All Eligible Plaintiffs understand and agree that to the fullest extent permitted by law, they are precluded from filing or pursuing any legal claim or action of any kind against any entity at any time in the future, or with any federal, state or municipal court, tribunal or other authority arising out of the Released Claims for the time period beginning three (3) years prior to the filing date of each Eligible Plaintiff's Consent to Sue form through December 2, 2017 with respect to the claims asserted in this lawsuit. Excluded from this release and covenant not to sue is any right or claim that cannot be waived by law, including but not limited to the right to file a charge with or participate in an investigation conducted by government agencies. All Eligible Plaintiffs are waiving, however, any right to monetary recovery should any agency pursue any claims on their behalf with respect to the Released Claims for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through December 2, 2017.

3.4 All Eligible Plaintiffs agree that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each Eligible Plaintiff affirms that he/she has not been coerced, threatened, or intimidated into agreeing to the terms of this Agreement, and he/she has been advised to consult with their attorney should they have any questions.

IV. DISMISSAL OF CLAIMS

4.1 Eligible Plaintiffs agree to dismissal of all claims asserted in the Lawsuit against Defendant as specified in paragraph 3.1 with prejudice, in accordance with the attached Agreed Order of Dismissal with Prejudice.

V. NO ADMISSION OF LIABILITY

5.1 Defendant does not admit any allegations made against it in any charges, complaints, grievances or lawsuits currently pending between the Parties. Nothing contained in this Agreement shall be deemed an admission of liability or of any violation of any applicable law, rule, regulation, order or contract of any kind.

VI. RETALIATION

6.1 The Defendant agrees not to retaliate against nor take any action against any Plaintiff employed by the Defendant for pursuing claims in this action or for otherwise participating in the lawsuit.

VII. NO PUBLICITY

7.1 Plaintiffs' counsel has agreed not to issue any press release to the media relative to this lawsuit.

VIII. CONTINUED JURISDICTION

8.1 The U.S. District Court for the Southern District of New York shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising from this Agreement or the issues of law and facts asserted in or related to the instant action.

IX. PARTIES' AUTHORITY

9.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the parties hereto to the terms and conditions hereof. The Parties acknowledge that the Court will schedule a settlement approval conference in this matter before the Honorable Judge John G. Koeltl. To object to the settlement, a Plaintiff must either appear in person at the settlement approval conference to voice their objection or, in the alternative, must contact the Court, in writing, to voice their objection and to explain all reasons for the objection. A Plaintiff who does not object to the Settlement Agreement does not have to attend the settlement approval conference or take any other action to approve the settlement and/or otherwise indicate his/her agreement to the terms of the settlement. This Settlement Agreement will take effect provided that ninety percent (90%) or more of the Plaintiffs do not object to the Settlement Agreement and all Plaintiffs will be bound to the terms of the Settlement Agreement.

9.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

X. MUTUAL FULL COOPERATION

10.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

XI. ENFORCEMENT ACTIONS

11.1 In the event that one or more of the Parties to this Agreement institutes any legal action, arbitration, or other proceeding against any other party or parties to enforce the provisions of this Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

XII. MODIFICATION

12.1 This Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

XIII. ENTIRE AGREEMENT

13.1 This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other settlement-related document, the parties intend that this Agreement shall be controlling.

XIV. CHOICE OF LAW/JURISDICTION

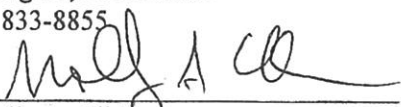

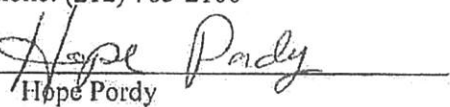
14.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the United States District Court for the Southern District of New York. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

XV. VOIDING THE AGREEMENT

15.1 In the event this Agreement, or any amended version agreed upon by the parties does not obtain judicial approval for any reason, or that fewer than ninety percent (90%) of the Plaintiffs fail to approve the settlement as per Section 9.1, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties.

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

<p>WOODLEY & MCGILLIVARY LLP 1101 Vermont Street N.W., Suite 1000 Washington, D.C. 20005 (202) 833-8855</p> <p>By: <u></u> Molly A. Elkin</p> <p>Dated: <u>12/22</u>, 2017</p> <p>ATTORNEYS FOR PLAINTIFFS</p>	<p>DAVID FARBER General Counsel New York City Housing Authority Attorney for Defendant NYCHA 250 Broadway, 9th Floor New York, New York 10007 (212) 776-5244</p> <p>By: <u></u> Donna M. Murphy</p> <p>Dated: <u>December 22</u>, 2017</p> <p>ATTORNEY FOR DEFENDANT</p>
<p>SPIVAK LIPTON LLP 1700 Broadway Suite 2100 New York, N.Y 10019 Phone: (212) 765-2100</p> <p>By: <u></u> Hope Pordy</p> <p>Dated: <u>December 21</u>, 2017</p> <p>ATTORNEYS FOR PLAINTIFFS</p>	

4838-9713-6217, v. 1

EXHIBIT A

#	First Name	Last Name	Court File Date
1	Darsharay	Allen-Sore	12/23/16
2	Vincenzo	Amorelli	04/19/17
3	Edwin	Arroyo	06/19/17
4	Damon	Barnard	01/03/17
5	Aldric	Battle Sr	08/11/17
6	Sheila	Beasley	04/05/17
7	Charles	Bell	05/18/17
8	Kenneth	Benedith	06/19/17
9	Michael	Biagioni	04/19/17
10	Henry	Botchway	05/18/17
11	Debbin	Bradley	04/26/17
12	Tracy	Breaker	01/03/17
13	Douglas	Brevard	01/03/17
14	Tory	Burke	01/03/17
15	Jaquan	Butler	05/18/17
16	Gary	Cavello	04/19/17
17	Peter	Cherry	04/05/17
18	Kevin	Cole	01/03/17
19	Freddie	Cook	01/03/17
20	Kimani	Darnt	05/18/17
21	Sophia	Degale	04/26/17
22	Agatha	Desvianes-McKain	01/03/17
23	Llywellyn	Diggs	01/03/17
24	Michael	Dodson	06/19/17
25	Brian	Dryer	04/19/17
26	Bernadette	Elliot	01/03/17
27	Yolanda	Follors	05/05/17
28	Marguerite	Fraser	01/03/17
29	Matthew	Gaddy	01/03/17
30	Thomas	Gomez	01/03/17
31	Michelle	Green	04/05/17
32	Jason	Gutierrez	04/05/17
33	Dayalamar	Hardy	01/03/17
34	Lavelle	Herring	05/18/17
35	Brett	Hicks	04/19/17
36	Gregory	Hill	04/19/17
37	Sheryl	Holley	04/26/17
38	Dave	Howe	04/26/17
39	Curtis	Humphrey	05/05/17
40	Dana	Hylton	01/03/17
41	Larry	Jenkins	04/19/17
42	Alexander	Johnston	12/23/16
43	Martin	Lockwood	04/19/17
44	Leni	Lopez	04/05/17
45	Lorraine	Lowery-Clark	01/03/17

#	First Name	Last Name	Court File Date
46	Rufus	Mason	01/03/17
47	George	McCain	03/03/17
48	Emmanuel	Merced	01/03/17
49	Beresford Jr	Milford	06/19/17
50	Dexter	Mills	01/03/17
51	Elizabeth	Moolchan	05/18/17
52	Yvette	Morant	01/03/17
53	Shein	Myint	04/19/17
54	Yolanda	Nunez	04/26/17
55	Abigail	Ojeda	04/19/17
56	Jenny	Ortega	04/05/17
57	Miguel	Ortiz	04/19/17
58	Natasha	Ousley	01/03/17
59	Erica	Pierce	01/03/17
60	William	Pipkins	04/19/17
61	Sophia	Prince	01/03/17
62	Angela	Purcell	01/03/17
63	Amir	Ramzy	04/05/17
64	Jasmin	Reed	04/05/17
65	Samuel	Rivera	04/05/17
66	Ivan	Rodriguez	01/03/17
67	Jimmy	Rodriguez	04/26/17
68	Roxanne	Rohlsen	04/05/17
69	Dwight	Sainte	01/03/17
70	Krystle	Saunders	04/26/17
71	Steven	Shack	03/03/17
72	Ronald	Singleton	04/26/17
73	Tequila	Smith	04/19/17
74	Charlie	Stuckey	01/03/17
75	Kim	Taylor	04/19/17
76	Milton	Thomas	06/19/17
77	Crashawn	Vaden	03/03/17
78	Angelita	Vega	01/03/17
79	John	Waters	01/03/17
80	Edward	Weston	01/03/17
81	Rasheen	Wilds	01/03/17
82	Carlton	Williams	04/05/17
83	Clifford	Williams	01/03/17
84	Cynthia	Williams	01/03/17
85	Frank	Williams	04/26/17
86	Jennifer	Williams	04/19/17
87	Tyrone	Williams	01/03/17
88	Lashawn	Wilson	05/05/17
89	Tralane	Wynn	11/30/17

EXHIBIT B

#	FIRST NAME	LAST NAME	BACKPAY AMOUNT	LIQUIDATED DAMAGES AMOUNT	INCENTIVE PAY AMOUNT
1	Darsharay	Allen-Sore	\$ 1,157.91	\$ 1,157.91	
2	Vincenzo	Amorelli	\$ 1,062.35	\$ 1,062.35	
3	Edwin	Arroyo	\$ 1,017.39	\$ 1,017.39	
4	Damon	Barnard	\$ 1,152.29	\$ 1,152.29	\$ 1,250.00
5	Aldric	Battle Sr	\$ 803.79	\$ 803.79	
6	Sheila	Beasley	\$ 1,073.60	\$ 1,073.60	
7	Charles	Bell	\$ 466.54	\$ 466.54	
8	Kenneth	Benedith	\$ 1,017.39	\$ 1,017.39	
9	Michael	Biagioni	\$ 1,062.35	\$ 1,062.35	
10	Henry	Botchway	\$ 1,039.87	\$ 1,039.87	
11	Debbin	Bradley	\$ 146.14	\$ 146.14	
12	Tracy	Breaker	\$ 1,152.29	\$ 1,152.29	
13	Douglas	Brevard	\$ 792.55	\$ 792.55	
14	Tory	Burke	\$ 320.39	\$ 320.39	
15	Jaquan	Butler	\$ 342.88	\$ 342.88	
16	Gary	Cavello	\$ 1,062.35	\$ 1,062.35	
17	Peter	Cherry	\$ 1,073.60	\$ 1,073.60	
18	Kevin	Cole	\$ 224.84	\$ 224.84	
19	Freddie	Cook	\$ 1,152.29	\$ 1,152.29	
20	Kimani	Darnt	\$ 893.73	\$ 893.73	
21	Sophia	Degale	\$ 258.56	\$ 258.56	
22	Agatha	Desvianes-McKain	\$ 1,152.29	\$ 1,152.29	
23	Llywellyn	Diggs	\$ 1,152.29	\$ 1,152.29	
24	Michael	Dodson	\$ 657.65	\$ 657.65	
25	Brian	Dryer	\$ 1,062.35	\$ 1,062.35	
26	Bernadette	Elliot	\$ 1,152.29	\$ 1,152.29	
27	Yolanda	Follors	\$ 1,051.11	\$ 1,051.11	
28	Marguerite	Fraser	\$ 1,152.29	\$ 1,152.29	
29	Matthew	Gaddy	\$ 1,152.29	\$ 1,152.29	
30	Thomas	Gomez	\$ 1,152.29	\$ 1,152.29	
31	Michelle	Green	\$ 1,073.60	\$ 1,073.60	
32	Jason	Gutierrez	\$ 1,073.60	\$ 1,073.60	
33	Dayalamar	Hardy	\$ 1,152.29	\$ 1,152.29	
34	Lavelle	Herring	\$ 1,039.87	\$ 1,039.87	
35	Brett	Hicks	\$ 1,062.35	\$ 1,062.35	
36	Gregory	Hill	\$ 657.65	\$ 657.65	
37	Sheryl	Holley	\$ 1,056.73	\$ 1,056.73	
38	Dave	Howe	\$ 1,056.73	\$ 1,056.73	
39	Curtis	Humphrey	\$ 230.46	\$ 230.46	
40	Dana	Hylton	\$ 1,152.29	\$ 1,152.29	
41	Larry	Jenkins	\$ 837.52	\$ 837.52	
42	Alexander	Johnston	\$ 848.76	\$ 848.76	\$ 1,250.00
43	Martin	Lockwood	\$ 1,062.35	\$ 1,062.35	
44	Leni	Lopez	\$ 1,073.60	\$ 1,073.60	
45	Lorraine	Lowery-Clark	\$ 1,152.29	\$ 1,152.29	
46	Rufus	Mason	\$ 1,152.29	\$ 1,152.29	
47	George	McCain	\$ 1,101.70	\$ 1,101.70	

#	FIRST NAME	LAST NAME	BACKPAY AMOUNT	LIQUIDATED DAMAGES AMOUNT	INCENTIVE PAY AMOUNT
48	Emmanuel	Merced	\$ 1,152.29	\$ 1,152.29	
49	Beresford Jr	Milford	\$ 1,017.39	\$ 1,017.39	
50	Dexter	Mills	\$ 1,152.29	\$ 1,152.29	
51	Elizabeth	Moolchan	\$ 1,039.87	\$ 1,039.87	
52	Yvette	Morant	\$ 1,152.29	\$ 1,152.29	
53	Shein	Myint	\$ 1,062.35	\$ 1,062.35	
54	Yolanda	Nunez	\$ 1,056.73	\$ 1,056.73	
55	Abigail	Ojeda	\$ 1,062.35	\$ 1,062.35	
56	Jenny	Ortega	\$ 1,073.60	\$ 1,073.60	
57	Miguel	Ortiz	\$ 230.46	\$ 230.46	
58	Natasha	Ousley	\$ 1,152.29	\$ 1,152.29	
59	Erica	Pierce	\$ 1,090.46	\$ 1,090.46	
60	William	Pipkins	\$ 1,062.35	\$ 1,062.35	
61	Sophia	Prince	\$ 1,152.29	\$ 1,152.29	
62	Angela	Purcell	\$ 1,152.29	\$ 1,152.29	
63	Amir	Ramzy	\$ 1,073.60	\$ 1,073.60	
64	Jasmin	Reed	\$ 1,073.60	\$ 1,073.60	
65	Samuel	Rivera	\$ 1,073.60	\$ 1,073.60	
66	Ivan	Rodriguez	\$ 1,152.29	\$ 1,152.29	
67	Jimmy	Rodriguez	\$ 489.02	\$ 489.02	
68	Roxanne	Rohlsen	\$ 1,073.60	\$ 1,073.60	
69	Dwight	Sainte	\$ 640.79	\$ 640.79	
70	Krystle	Saunders	\$ 1,056.73	\$ 1,056.73	
71	Steven	Shack	\$ 1,101.70	\$ 1,101.70	
72	Ronald	Singleton	\$ 1,051.11	\$ 1,051.11	
73	Tequila	Smith	\$ 163.01	\$ 163.01	
74	Charlie	Stuckey	\$ 118.04	\$ 118.04	
75	Kim	Taylor	\$ 949.94	\$ 949.94	
76	Milton	Thomas	\$ 1,017.39	\$ 1,017.39	
77	Crashawn	Vaden	\$ 1,101.70	\$ 1,101.70	
78	Angelita	Vega	\$ 792.55	\$ 792.55	
79	John	Waters	\$ 1,152.29	\$ 1,152.29	
80	Edward	Weston	\$ 1,152.29	\$ 1,152.29	
81	Rasheen	Wilds	\$ 1,000.52	\$ 1,000.52	
82	Carlton	Williams	\$ 1,073.60	\$ 1,073.60	
83	Clifford	Williams	\$ 1,152.29	\$ 1,152.29	
84	Cynthia	Williams	\$ 1,152.29	\$ 1,152.29	
85	Frank	Williams	\$ 1,056.73	\$ 1,056.73	
86	Jennifer	Williams	\$ 1,062.35	\$ 1,062.35	
87	Tyrone	Williams	\$ 1,152.29	\$ 1,152.29	
88	Lashawn	Wilson	\$ 983.66	\$ 983.66	
89	Tralane	Wynn	\$ 882.48	\$ 882.48	
			\$ 85,100.75	\$ 85,100.75	\$ 2,500.00

EXHIBIT C

#	FIRST NAME	LAST NAME	TOTAL BACKPAY, LIQUIDATED DAMAGES, AND INCENTIVE PAY AMOUNT
1	Darsharay	Allen-Sore	\$ 2,315.82
2	Vincenzo	Amorelli	\$ 2,124.71
3	Edwin	Arroyo	\$ 2,034.77
4	Damon	Barnard	\$ 3,554.58
5	Aldric	Battle Sr	\$ 1,607.58
6	Sheila	Beasley	\$ 2,147.19
7	Charles	Bell	\$ 933.07
8	Kenneth	Benedith	\$ 2,034.77
9	Michael	Biagioni	\$ 2,124.71
10	Henry	Botchway	\$ 2,079.74
11	Debbin	Bradley	\$ 292.29
12	Tracy	Breaker	\$ 2,304.58
13	Douglas	Brevard	\$ 1,585.10
14	Tory	Burke	\$ 640.79
15	Jaquan	Butler	\$ 685.75
16	Gary	Cavello	\$ 2,124.71
17	Peter	Cherry	\$ 2,147.19
18	Kevin	Cole	\$ 449.67
19	Freddie	Cook	\$ 2,304.58
20	Kimani	Darnt	\$ 1,787.45
21	Sophia	Degale	\$ 517.12
22	Agatha	Desvianes-McKain	\$ 2,304.58
23	Llywellyn	Diggs	\$ 2,304.58
24	Michael	Dodson	\$ 1,315.30
25	Brian	Dryer	\$ 2,124.71
26	Bernadette	Elliot	\$ 2,304.58
27	Yolanda	Follors	\$ 2,102.22
28	Marguerite	Fraser	\$ 2,304.58
29	Matthew	Gaddy	\$ 2,304.58
30	Thomas	Gomez	\$ 2,304.58
31	Michelle	Green	\$ 2,147.19
32	Jason	Gutierrez	\$ 2,147.19
33	Dayalamar	Hardy	\$ 2,304.58
34	Lavelle	Herring	\$ 2,079.74
35	Brett	Hicks	\$ 2,124.71
36	Gregory	Hill	\$ 1,315.30
37	Sheryl	Holley	\$ 2,113.47
38	Dave	Howe	\$ 2,113.47
39	Curtis	Humphrey	\$ 460.92
40	Dana	Hylton	\$ 2,304.58
41	Larry	Jenkins	\$ 1,675.03
42	Alexander	Johnston	\$ 2,947.52
43	Martin	Lockwood	\$ 2,124.71
44	Leni	Lopez	\$ 2,147.19
45	Lorraine	Lowery-Clark	\$ 2,304.58
46	Rufus	Mason	\$ 2,304.58
47	George	McCain	\$ 2,203.40

#	FIRST NAME	LAST NAME	TOTAL BACKPAY, LIQUIDATED DAMAGES, AND INCENTIVE PAY AMOUNT
48	Emmanuel	Merced	\$ 2,304.58
49	Beresford Jr	Milford	\$ 2,034.77
50	Dexter	Mills	\$ 2,304.58
51	Elizabeth	Moolchan	\$ 2,079.74
52	Yvette	Morant	\$ 2,304.58
53	Shein	Myint	\$ 2,124.71
54	Yolanda	Nunez	\$ 2,113.47
55	Abigail	Ojeda	\$ 2,124.71
56	Jenny	Ortega	\$ 2,147.19
57	Miguel	Ortiz	\$ 460.92
58	Natasha	Ousley	\$ 2,304.58
59	Erica	Pierce	\$ 2,180.92
60	William	Pipkins	\$ 2,124.71
61	Sophia	Prince	\$ 2,304.58
62	Angela	Purcell	\$ 2,304.58
63	Amir	Ramzy	\$ 2,147.19
64	Jasmin	Reed	\$ 2,147.19
65	Samuel	Rivera	\$ 2,147.19
66	Ivan	Rodriguez	\$ 2,304.58
67	Jimmy	Rodriguez	\$ 978.04
68	Roxanne	Rohlsen	\$ 2,147.19
69	Dwight	Sainte	\$ 1,281.57
70	Krystle	Saunders	\$ 2,113.47
71	Steven	Shack	\$ 2,203.40
72	Ronald	Singleton	\$ 2,102.22
73	Tequila	Smith	\$ 326.01
74	Charlie	Stuckey	\$ 236.08
75	Kim	Taylor	\$ 1,899.87
76	Milton	Thomas	\$ 2,034.77
77	Crashawn	Vaden	\$ 2,203.40
78	Angelita	Vega	\$ 1,585.10
79	John	Waters	\$ 2,304.58
80	Edward	Weston	\$ 2,304.58
81	Rasheen	Wilds	\$ 2,001.05
82	Carlton	Williams	\$ 2,147.19
83	Clifford	Williams	\$ 2,304.58
84	Cynthia	Williams	\$ 2,304.58
85	Frank	Williams	\$ 2,113.47
86	Jennifer	Williams	\$ 2,124.71
87	Tyrone	Williams	\$ 2,304.58
88	Lashawn	Wilson	\$ 1,967.32
89	Tralane	Wynn	\$ 1,764.97
			\$ 172,701.50